

KJ

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF ILLINOIS  
 EASTERN DIVISION

**FILED**

UPTOWN PRODUCE CONNECTION, INC.	)	JUL 15 2008 Jul 15 2008 MICHAEL W. DOBBINS CLERK, U.S. DISTRICT COURT
Plaintiff,	)	
v.	)	
	)	
TRI-COUNTY PRODUCE, INC., ANGELO	)	
MARANO; DAVID MARANO; and PATRICIA	)	Case No. 08-cv-3660
MARANO,	)	Judge Norgle
Defendants.	)	Magistrate Judge Nolan
	)	
STRUBE CELERY & VEGETABLE CO.,	)	
MICHAEL J. NAVILIO & SON, INC.,	)	
COOSEMANS CHICAGO, INC.	)	
Intervening Plaintiffs,	)	Hearing:
v.	)	Date: July 18, 2008
TRI-COUNTY PRODUCE, INC., ANGELO	)	Time: 10:30 am
MARANO, DAVID MARANO, and PATRICIA	)	Judge: Hon. Charles Norgle
MARANO,	)	
Defendants.	)	

**COMPLAINT IN INTERVENTION**  
**(To Enforce Payment From Produce Trust)**

Strube Celery & Vegetable Co., Michael J. Navilio & Son, Inc., and Coosemans Chicago, Inc. ("Intervenors"), for their complaint in intervention against defendants, Tri-County Produce, Inc., Angelo Marano, David Marano, and Patricia Marano, allege as follows:

JURISDICTION AND VENUE

1. Subject matter jurisdiction is based on Section 5(c)(5) of the Perishable Agricultural Commodities Act, 7 U.S.C. §499e(c)(5) (hereafter "the PACA"), 28 U.S.C. §1331 and 28 U.S.C. §2201.

2. Venue in this District is based on 28 U.S.C. §1391 in that (a) intervening plaintiff's claim arose in this district and (b) defendants reside in this district.

PARTIES

3. a. Intervening plaintiff, Strube Celery & Vegetable Co. ("Strube"), an Illinois corporation with its principal place of business in Chicago, Illinois, is engaged in the business of buying and selling wholesale quantities of perishable agricultural commodities (hereafter "produce") in interstate commerce and was at all times pertinent herein, a dealer subject to and licensed under the provisions of the PACA as a dealer.

b. Intervening plaintiff, Michael J. Navilio & Son, Inc. ("Navilio"), an Illinois corporation with its principal place of business in Chicago, Illinois, is engaged in the business of buying and selling wholesale quantities of perishable agricultural commodities (hereafter "produce") in interstate commerce and was at all times pertinent herein, a dealer subject to and licensed under the provisions of the PACA as a dealer.

c. Intervening plaintiff, Coosemans Chicago, Inc. ("Coosemans"), an Illinois corporation with its principal place of business in Chicago, Illinois, is engaged in the business of buying and selling wholesale quantities of perishable agricultural commodities (hereafter "produce") in interstate commerce and was at all times pertinent herein, a dealer subject to and licensed under the provisions of the PACA as a dealer.

4. a. Defendant, Tri-County Produce, Inc. ("Tri-County"), a corporation with a principal place of business in Elgin, Illinois, is engaged in the business of buying

wholesale quantities of produce in interstate commerce and was at all times pertinent herein, a dealer subject to and licensed under the provisions of the PACA as a dealer.

b. Defendant, Angelo Marano, was the owner, officer, manager and director of Tri-County, during the period of time in question who controlled the day to day operations of Tri-County and was in a position of control over the PACA trust assets belonging to plaintiffs.

c. Defendant, David Marano, was the owner, officer, manager and director of Tri-County, during the period of time in question who controlled the day to day operations of Tri-County and was in a position of control over the PACA trust assets belonging to plaintiffs.

d. Defendant, Patricia Marano, was the owner, officer, manager and director of Tri-County, during the period of time in question who controlled the day to day operations of Tri-County and was in a position of control over the PACA trust assets belonging to plaintiffs. (Tri-County, Angelo Marano, David Marano, and Patricia Marano are hereinafter collectively referred to as "Tri-County Defendants").

#### GENERAL ALLEGATIONS

5. This action is brought to obtain declaratory relief and to enforce the trust provisions of P.L. 98-273, the 1984 amendment to Section 5 of the PACA, 7 U.S.C. §499e(c).

6. Between May 20, 2008, and June 26, 2008, intervening plaintiff Strube sold and delivered to the Tri-County defendants, in interstate commerce, \$10,642.00 worth of wholesale quantities of produce which remains unpaid.

7. Between May 13, 2008, and June 26, 2008, intervening plaintiff Navilio sold and delivered to the Tri-County defendants, in interstate commerce, \$9,119.50 worth of

wholesale quantities of produce which remains unpaid.

8. Between June 4, 2008 and June 26, 2008, intervening plaintiff Coosemans sold and delivered to Tri-County defendants, in interstate commerce, \$2,986.00 worth of wholesale quantities of produce which remains unpaid.

9. The Tri-County defendants accepted the produce from intervening plaintiffs.

10. At the time of receipt of the produce, intervening plaintiffs became beneficiaries in a statutory trust designed to assure payment to produce suppliers. The trust consists of all produce or produce-related assets, including all funds commingled with funds from other sources and all assets procured by such funds, in the possession or control of defendants since the creation of the trust.

11. Intervening Plaintiffs Strube and Navilio preserved their interests in the PACA trust by sending invoices to the Tri-County defendants which contained the language required by 7 U.S.C. § 499e(c)(4) and remain beneficiaries until full payment is made for the produce. A sampling of invoices from Strube and Navilio to Tri-County defendants are attached hereto as Exhibits A and B. All of the invoices from Strube and Navilio to Tri-County defendants contain the requisite statutory language.

12. Intervening Plaintiff Coosemans preserved its interest in the PACA trust by sending a written notice of intent to preserve trust benefits to the Tri-County defendants pursuant to 7 U.S.C. § 499e(c)(3) and remains a beneficiary until full payment is made for the produce. A copy of the notice of intent to preserve trust benefits is attached hereto as Exhibit C. A sampling of invoices from Coosemans to Tri-County defendants is attached hereto as Exhibit D.

13. Despite demand for payment, the Tri-County defendants have failed and refuse to pay intervening plaintiffs for the wholesale quantities of produce supplied by intervening plaintiffs, and have advised intervening plaintiffs they are unable to do so at this time. Upon information and belief, Tri-County has ceased operations.

14. The Tri-County defendants' failure and inability to pay, as well as the cessation of operations without paying intervening plaintiffs, indicate that they are failing to maintain sufficient assets in the statutory trust to pay intervening plaintiffs and are dissipating trust assets.

Count 1

(Failure to Pay Trust Funds)

15. Intervening plaintiffs incorporate each and every allegation set forth in paragraphs 1 to 14 above as if fully set forth herein.

16. The failure of the Tri-County defendants to make payment to intervening plaintiffs of trust funds in the collective amount of \$22,747.50 from the statutory trust is a violation of PACA and PACA regulations, and is unlawful.

WHEREFORE, intervening plaintiffs requests an order enforcing payment from the trust by requiring immediate payment of \$10,642.00 to Strube, \$9,119.50 to Navilio, and \$2,986.00 to Coosemans, and for such other and further relief as the Court deems appropriate.

Count 2

(Failure to Pay For Goods Sold)

17. Intervening plaintiffs incorporate each and every allegation set forth in paragraphs 1 to 16 above as if fully set forth herein.

18. The Tri-County Defendants failed and refused to pay intervening plaintiffs \$22,747.50 owed to intervening plaintiffs for produce received by them from intervening plaintiffs.

WHEREFORE, intervening plaintiffs request judgment in the amount of \$10,642.00 to Strube, \$9,119.50 to Navilio, and \$2,986.00 to Coosemans against the Tri-County defendants, jointly and severally, and for such other and further relief as the Court deems appropriate.

Count 3

(Unlawful Dissipation of Trust Assets by a Corporate Official – Angelo Marano)

19. Intervening plaintiffs incorporate each and every allegation set forth in paragraph 1 to 18 above as if fully set forth herein.

20. Defendant, Angelo Marano, was an owner, officer and director who operated Tri-County during the period of time in question and who was in a position of control over the PACA trust assets belonging to intervening plaintiffs.

21. Defendant, Angelo Marano, failed to direct the corporation to fulfill its statutory duties to preserve PACA trust assets and pay intervening plaintiffs for the produce supplied.

22. Defendant, Angelo Marano's failure to direct the corporation to maintain PACA trust assets and pay intervening plaintiffs for the produce they supplied was an unlawful dissipation of trust assets by a corporate official.

23. As a result of said unlawful dissipation of trust assets, intervening plaintiffs have been deprived of their rights as beneficiaries in the produce trust and have been denied payment for the produce they supplied.

WHEREFORE, intervening plaintiffs requests judgment against defendant, Angelo Marano, in the amount of \$10,642.00 to Strube, \$9,119.50 to Navilio, and \$2,986.00 to Coosemans, and for such other and further relief as the Court deems appropriate.

Count 4

(Unlawful Dissipation of Trust Assets by  
a Corporate Official – David Marano)

24. Intervening plaintiffs incorporate each and every allegation set forth in paragraph 1 to 23 above as if fully set forth herein.

25. Defendant, David Marano, was an owner, officer and director who operated Tri-County during the period of time in question and who was in a position of control over the PACA trust assets belonging to intervening plaintiffs.

26. Defendant, David Marano, failed to direct the corporation to fulfill its statutory duties to preserve PACA trust assets and pay intervening plaintiffs for the produce supplied.

27. Defendant, David Marano's failure to direct the corporation to maintain PACA trust assets and pay intervening plaintiffs for the produce they supplied was an unlawful dissipation of trust assets by a corporate official.

28. As a result of said unlawful dissipation of trust assets, intervening plaintiffs have been deprived of their rights as beneficiaries in the produce trust and have been denied payment for the produce they supplied.

WHEREFORE, intervening plaintiffs requests judgment against defendant, David Marano, in the amount of \$10,642.00 to Strube, \$9,119.50 to Navilio, and \$2,986.00 to Coosemans, and for such other and further relief as the Court deems appropriate.

Count 5

(Unlawful Dissipation of Trust Assets by  
a Corporate Official – Patricia Marano)

29. Intervening plaintiffs incorporate each and every allegation set forth in paragraph 1 to 28 above as if fully set forth herein.

30. Defendant, Patricia Marano, was an owner, officer and director who operated Tri-County during the period of time in question and who was in a position of control over the PACA trust assets belonging to intervening plaintiffs.

31. Defendant, Patricia Marano, failed to direct the corporation to fulfill its statutory duties to preserve PACA trust assets and pay intervening plaintiffs for the produce supplied.

32. Defendant, Patricia Marano's failure to direct the corporation to maintain PACA trust assets and pay intervening plaintiffs for the produce they supplied was an unlawful dissipation of trust assets by a corporate official.

33. As a result of said unlawful dissipation of trust assets, intervening plaintiffs have been deprived of their rights as beneficiaries in the produce trust and have been denied payment for the produce they supplied.

WHEREFORE, intervening plaintiffs requests judgment against defendant, Patricia Marano, in the amount of \$10,642.00 to Strube, \$9,119.50 to Navilio, and \$2,986.00 to Coosemans, and for such other and further relief as the Court deems appropriate.

Count 6

(Interest and Attorneys Fees)

34. Intervening plaintiffs incorporate each and every allegation set forth in paragraphs 1 to 33 above as if fully set forth herein.

35. As a result of defendants' failure to make full payment promptly of the collective amount of \$22,747.50, intervening plaintiffs have lost the use of said funds and have been required to pay attorney's fees and costs in order to bring this action to require defendants to comply with their statutory duties.

24. PACA and the invoices of intervening plaintiffs entitle intervening plaintiffs to recover prejudgment interest at a rate of 1.5% per month and attorney's fees incurred to collect any balance due from defendants.

WHEREFORE, intervening plaintiffs requests judgment against each of the defendants, jointly and severally, for prejudgment interest, costs and attorneys fees.

Dated this 14th day of July, 2008.

McCARRON & DIES

LAW OFFICES OF WILLIAM B. KOHN

By: s/ Mary Jean Fassett

Mary Jean Fassett, ID#9078552  
4900 Massachusetts Ave., N.W.  
Suite 310  
Washington, DC 20016  
(202) 364-0400  
[mf@mccarronlaw.com](mailto:mjf@mccarronlaw.com)

By: s/ William B. Kohn

William B. Kohn, ARDC#6196142  
150 N. Wacker Drive  
Suite 1400  
Chicago, Illinois 60606  
(312) 553-1200  
[kohn@wbkohnlaw.com](mailto:kohn@wbkohnlaw.com)  
Attorneys for Intervening Plaintiffs

**EXHIBIT A**

07/11/2008 11:27 FAX 1 312 226 7644

STRUBE CELERY &amp; VEGETABLE

007

2404 S. Wolcott Ave. 16-20  
Chicago, Illinois 60608STRUBE CELERY & VEGETABLE COMPANY  
\*\* PRIMUS CERTIFIED \*\*Phone 312-226-7680  
Fax 312-226-7644

INVOICE #: 72332-10 JS  
 DATE: 29-MAY-2008 04:22 PM  
 CUST. NO.: 1036 POI

SOLD TO: TRI COUNTY PRODUCE INC.  
408 BROOK ST.  
ELGIN, IL 60120

\*\* REPRINT \*\*

INV #: 72332-10  
BOOTH: 12

\*\* ASAP \*\*

TERMS:

LOT #	QTY	COMMODITY	Ctg:	TYPE: PACA TERMS		
				DEPT.	PRICE	EXT. AMOUNT
85969	5	SPINACH, CELLO 8/10OZ 3B DEJONG		1	7.50	\$37.50
85976	3	MORG LIME, 230 4OLB 3A LIME GUY		1	9.00	\$27.00
85905	1	AGRI CABBAGE, MED 2C CRYSTAL		1	12.00	\$12.00
85990	2	FOOD RADISH, CELLO 6OZ. 3B CASCASE		1	9.00	\$18.00
85959	1	ELIT WHT MUSH, 16OZ. 4D ELITE		1	14.50	\$14.50
85968	5	DAR LETTUCE, LEAF GREEN 3B ANDY BOY		1	13.00	\$65.00
85968	10	DAR LETTUCE, ROMAINE 1A ANDY BOY		1	14.00	\$140.00

Pkgs: 27 \*\* PALLETS OUT \_\_\_\_ PALLETS IN \_\_\_\_ INVOICE TOTAL: \$314.00

## Office Copy

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5C of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499 (e)(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Interest of 1% per month will be added to the unpaid balance and all attorney fee incurred in connection with the collection of any balance due shall be considered owed in connection with the transaction under the PACA Trust.

**EXHIBIT B**

MICHAEL J. NAVILIC  
2404 S. WOLCOT  
CHICAGO, IL

05/14/08  
176907  
Tri-County

2	CS Cucumbers, 24 count	
FARMER'S BEST		@ 8.00 =
		16.00
1	CS Eggplant	
WISHNATZKI		@ 20.00 =
		20.00
1	CS Yellow Peppers, Large	
11 # LARGE/LEYSON		@ 28.00 =
		28.00
3	CS Red Peppers, Choice	
CEUTA XL		@ 40.00 =
		120.00
5	CS Avocados	
48'S ALEJANDRINA 5/13		@ 40.00 =
		200.00
1	CS Squash, Yellow	
BAY FANCY		@ 18.00 =
		18.00
2	CS Zucchini	
SUNFED FANCY		@ 11.00 =
		22.00
4	CS Broccolini	
3/2#		@ 22.00 =
		88.00

**MICHAEL J. NAVILIC & SON, INC.**  
TOMATOES, VEGETABLES AND FRUITS

Chicago International Product Market  
2404 S. Wolcott, Units 26 - 27, Chicago IL 60608  
Tel. (312) 243-7515 Fax (312) 243-6377  
Date: 05/14/08 (03:44:10) #1  
Invoice: 176907  
Customer: Tri-County  
Ship to:

QUALITY	DESCRIPTION	PRICE	AMOUNT
2	CS Cucumbers, 24 count		
FARMER'S BEST			
1	CS Eggplant		
WISHNATZKI			
1	CS Yellow Peppers, Large		
11 # LARGE/LEYSON			
3	CS Red Peppers, Choice		
CEUTA XL			
5	CS Avocados		
48'S ALEJANDRINA 5/13			
1	CS Squash, Yellow		
BAY FANCY			
2	CS Zucchini		
SUNFED FANCY			
4	CS Broccolini		
3/2#			

Duplicat Total = 512.00

By: Rich

Copy #1

CLAIMS MUST BE MADE WITHIN 4 HOURS OF DELIVERY

Payment due 10 days from the date of acceptance. The perishable agriculture commodities listed on this invoice are sold subject to the statutory trust authorized by section 3(c) of the Perishable Agriculture Commodity Act, 1930 (7 U.S.C.) 199F(c). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Buyer agrees to pay interest of 1.72% per month on the unpaid balance and all collection costs including attorney's fees shall be considered sums owed in connection with this transaction under the PACA trust.

**MICHAEL J. NAVILIO & SON INC.  
2404 S. WOLCOTT - UNIT 28  
CHICAGO, IL 60608**

05/15/08  
177086  
Tri-County

1	CS Cucumbers, Super	
FARMER'S BEST	@ 16.00 =	16.00
2	CS Squash, Yellow	
SONORA QUEEN FANCY	@ 16.00 =	32.00
2	CS Zucchini	
SUNFED FANCY	@ 12.00 =	24.00
5	CS Avocados	
48'S ALEJANDRINA (240)	@ 40.00 =	200.00

**MICHAEL J. NAVLIO & SON, INC.**  
TOMATOES, VEGETABLES AND FRUITS

Chicago International Product Market  
2404 S. Wolcott, Units 26 - 27, Chicago IL. 60608  
Tel. (312) 243 7515 Fax (312) 243-6377

Date: 05/15/08 (03:45:12) #1  
Invoice: 177086  
Customer: Tri-County  
Ship to:

QUALITY	DESCRIPTION	PRICE	AMOUNT
1	CS Cucumbers, Super		
2	CS Squash, Yellow	6001 : cr	
2	CS Zucchini	5975 : cr	
5	CS Avocados	6026 : cn	

Duplicat                      Total = 272.00

By: Dean

Copy #1

CLAIMS MUST BE MADE WITHIN 24 HOURS OF DELIVERY

Payment due 10 days from the date of acceptance. The perishable agriculture commodities listed on this invoice are sold subject to the statutory trust authorized by section 3(c) of the Perishable Agriculture Commodity Act, 1930 (7 U.S.C. 499j(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Buyer agrees to pay interest of 1 1/2% per month on the unpaid balance and all collection costs including attorney's fees shall be considered sums owed in connection with this transaction under the PACA trust.

**EXHIBIT C**

**PERISHABLE AGRICULTURAL COMMODITIES ACT  
NOTICE OF INTENT TO PRESERVE TRUST BENEFITS**

DATE: 10-Jul-08

DEBTOR'S NAME: Tri-Country Produce, Inc.

STREET ADDRESS: 408 Brook Street  
CITY, STATE, ZIP: Elgin, Illinois 60120

CREDITOR'S NAME: Coosemans Chicago, Inc.

STREET ADDRESS: 2404 S. Wolcott, Unit # 13  
CITY, STATE: Chicago, Illinois 60608

PAYMENT IN DAYS: 10

NUMBER OF SHIPMENTS: 16

COMMODITY: MIXED FRUITS AND VEGETABLES

<u>Invoice Number</u>	<u>Date of Shipment/ Acceptance</u>	<u>Date Payment Due</u>	<u>Invoice Price</u>	<u>Amount Past Due/Unpaid</u>
576351	6/4/2008	6/14/2008	\$ 181.50	\$ 181.50
576591	6/5/2008	6/15/2008	\$ 212.00	\$ 212.00
576797	6/6/2008	6/16/2008	\$ 89.00	\$ 89.00
577493	6/10/2008	6/20/2008	\$ 267.50	\$ 267.50
577705	6/11/2008	6/21/2008	\$ 220.50	\$ 220.50
577707	6/11/2008	6/21/2008	\$ 7.50	\$ 7.50
577870	6/12/2008	6/22/2008	\$ 21.00	\$ 21.00
577899	6/12/2008	6/22/2008	\$ 339.00	\$ 339.00
577926	6/12/2008	6/22/2008	\$ 7.50	\$ 7.50
578774	6/17/2008	6/27/2008	\$ 342.00	\$ 342.00
578969	6/18/2008	6/28/2008	\$ 355.50	\$ 355.50
579148	6/19/2008	6/29/2008	\$ 304.00	\$ 304.00
579380	6/20/2008	6/30/2008	\$ 121.00	\$ 121.00
579382	6/20/2008	6/30/2008	\$ 123.50	\$ 123.50
580092	6/25/2008	7/5/2008	\$ 214.00	\$ 214.00
580269	6/26/2008	7/6/2008	\$ 180.50	\$ 180.50
<b>TOTAL AMOUNT PAST DUE AND UNPAID:</b>				<b>\$ 2,986.00</b>

TO: Tri-County Produce, Inc, (via fax 847-742-9975)

## TRANSMISSION VERIFICATION REPORT

TIME : 07/10/2008 14:53  
 NAME : MCCARRON AND DIES  
 FAX : 2023642731  
 TEL : 2023640400  
 SER. # : BROL1J759673

DATE, TIME	07/10 14:52
FAX NO./NAME	18477429975
DURATION	00:00:45
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

**PERISHABLE AGRICULTURAL COMMODITIES ACT  
NOTICE OF INTENT TO PRESERVE TRUST BENEFITS**

DATE: 10-Jul-08

DEBTOR'S NAME: Tri-Country Produce, Inc.

STREET ADDRESS: 408 Brook Street  
CITY, STATE, ZIP: Elgin, Illinois 60120

CREDITOR'S NAME: Coosemans Chicago, Inc.

STREET ADDRESS: 2404 S. Wolcott, Unit # 13  
CITY, STATE: Chicago, Illinois 60608

PAYMENT IN DAYS: 10

NUMBER OF SHIPMENTS: 16

COMMODITY: MIXED FRUITS AND VEGETABLES

<u>Invoice Number</u>	<u>Date of Shipment/ Acceptance</u>	<u>Date Payment Due</u>	<u>Invoice Price</u>	<u>Amount Past Due/Unpaid</u>
576351	6/4/2008	6/14/2008	\$ 181.50	\$ 181.50
576591	6/5/2008	6/15/2008	\$ 212.00	\$ 212.00
576797	6/6/2008	6/16/2008	\$ 89.00	\$ 89.00
577493	6/10/2008	6/20/2008	\$ 267.50	\$ 267.50
577705	6/11/2008	6/21/2008	\$ 220.50	\$ 220.50
577707	6/11/2008	6/21/2008	\$ 7.50	\$ 7.50

## TRANSMISSION VERIFICATION REPORT

TIME : 07/10/2008 14:54  
 NAME : MCCARRON AND DIES  
 FAX : 2023642731  
 TEL : 2023640400  
 SER. #: BROL1J759673

DATE, TIME	07/10 14:54
FAX NO. /NAME	13122266976
DURATION	00:00:23
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

**PERISHABLE AGRICULTURAL COMMODITIES ACT  
NOTICE OF INTENT TO PRESERVE TRUST BENEFITS**

DATE: 10-Jul-08

DEBTOR'S NAME: Tri-Country Produce, Inc.

STREET ADDRESS: 408 Brook Street  
CITY, STATE, ZIP: Elgin, Illinois 60120

CREDITOR'S NAME: Coosemans Chicago, Inc.

STREET ADDRESS: 2404 S. Wolcott, Unit # 13  
CITY, STATE: Chicago, Illinois 60608

PAYMENT IN DAYS: 10

NUMBER OF SHIPMENTS: 16

COMMODITY: MIXED FRUITS AND VEGETABLES

<u>Invoice Number</u>	<u>Date of Shipment/ Acceptance</u>	<u>Date Payment Due</u>	<u>Invoice Price</u>	<u>Amount Past Due/Unpaid</u>
576351	6/4/2008	6/14/2008	\$ 181.50	\$ 181.50
576591	6/5/2008	6/15/2008	\$ 212.00	\$ 212.00
576797	6/6/2008	6/16/2008	\$ 89.00	\$ 89.00
577493	6/10/2008	6/20/2008	\$ 267.50	\$ 267.50
577705	6/11/2008	6/21/2008	\$ 220.50	\$ 220.50
577707	6/11/2008	6/21/2008	\$ 7.50	\$ 7.50

**EXHIBIT D**

2012-10-2008 13:15

COOSEMANS CHICAGO

## **COOSEMANS CHICAGO, INC.**

2404 S. Wolcott, Unit #13 • Chicago, IL 60608

Tel: (312) 226-6972 • FAX: (312) 226-6976

**INVOICE**

תְּאַלְּקָנָת

### Sold To:

### Address:

**Telephone:**

TERMS 10 DAYS NET	P.O. #	ORDERED BY	SOLD BY	PT	DATE 6-5-08
DELICATA SQUASH		WATER CRESS		RED PEPPER	
BABY PARSNIP		HYDRO 900		YELLOW PEPPER	
RADICCHIO		HYDRO BOSTON		ORANGE PEPPER	
ENDIVE		CHOPPER		FINGERHOT	
15 MONCLIN	6-50	ARABELLA		FIRE	
LOLLA ROVA		BAKEL (W)	6-50	STAR FRUIT	
BABY RED OAK		CHERYL		KUMQUAT	
BABY GREEN OAK		CHIANG		BLOOD ORANGE	
BABY MIX LETTUCE		CIANTRO		LEMON LEAVES	
BABY STRIP Romaine		TARASCO		PORTOFELLA	
BABY RED ROMAINE		MAIORAM		CRIMSON	16-03
GARLIC		MENT	6-50	CYDNER	
AMERICANA		OREGANO		AMARILAKE	
FX BABY ROMAINE		ROSEMARY		FRUITAKE	
CAESAR		SAGE		PORT CAP	
LITE CAESAR		THYME		SILICED PORT	
COLE SLAW		MICRO GREEN		BABY BELLA	
DOUBLE CARROT		CHICKPEA			
SWEET BUTTER		FRESH CHICKPEA			
FIELD GREEN		BABY ZUCCHI			
ITALIAN		BABY SUMMER			
LETTUCE BLAND		BABY PATTY PAN			
RIVERIA		BABY CARROT			
CAL CRISP		TURN CARROT			
ROMAINE HEART		BABY TURNIP			
INRED LETTUCE		BABY BEET			
SPRING MIX		BABY GOLD BEET			
VEGGIE LOVER		BABY STEPH MIX			
ASIAN		SEEDLESS CUCU	11-27		
MILT CAESAR		BABY POCKY ANT			
SALSA		HEIRLOOM TOMATO			
TRIPLE HEART		WINE TOMATO			
LETTUCE TRIO		GRAPE TOMATO			
FRESH ROMAINE		DESSERT GLORY			
ROSE BLEND		YELLOW TOMATO			
SWEET BABY		YELLOW PEAR TOMATO			
VEG SPRING MIX		RED PEAR TOMATO			
ALFALFA SMOOTH 20		YELLOW CHERRY TOMATO			
ALFALFA CUPS		RED CHERRY TOMATO			
SHAN SPROUTS		JUMBO GRASS			
5 CIN GARLIC		LARGE GRASS			
ELEPHANT GARLIC		STANDARD GRASS			
PEELED GARLIC		SMALL GRASS			
DRY SHALLOTS		WHITE GRASS			
PEELED SHALLOTS		AVOCADO			
14-6 PRE ONION		TUSCAN KALE			
CIPOLLINI		SHANG HAI			
ROULER		ARTICHOKE			
ZUCCHINI BLOSSOM		ARTICHOKE			

Claims must be made within 24 hours after delivery. Past due accounts subject to interest charge of 110% per month. Cost of any action taken to collect overdue accounts, including attorney's fees, or agent costs, shall be borne by purchaser.

**TOTAL** 212.00

AIRLINES	FLT. #	AIRBILL #	CONTAINER #	AIRPORT OF DESTINATION
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TOTAL P.19

JUL-10-2008 13:13

COOSEMANS CHICAGO

1312 226 6976 P.17/19

## **COOSEMANS CHICAGO, INC.**

2404 S. Wolcott, Unit #13 • Chicago, IL 60608

Tel: (312) 226-6972 • FAX: (312) 226-6976

Sold To:

**Address:**

Telephone:

TRI COUNTY

TERMS 10 DAYS NET	PO. #	ORDERED BY	SOLD BY	PT	DATE 6-4-08
113	061404	000	4-30074	000	000
MELON SMOOTH			WATER CHOCO		
BABY FRUITBEE			HYDRO BEEF		
RADICCHIO			HYDRO BOSTON		
MACHE			CHOPPER		
1/2 MERCOUN	120		ANGUILLA		
LOLLA ROSA			BAKEL		
BABY RED OAK			CHERVIL		
BABY GREEN OAK			CHIVES		
BABY MIX LETTUCE			CHILANTRO		
BABY GREEN ROMAINE			TARAGON		
BABY RED ROMAINE			MARJORAM		
GARDEN			MINT		
AMERICAN			OREGANO		
1/2 BABY SPRINGRACH		1	ROSEMARY	750	
CASABAH			SAGE		
LITE CAESAR			THYME		
COLE SLAW			MICRO GREEN		
ROXIBLE CARROT			ORCHID		
SWEET BUTTER			FRENCH BEAN		
FINA'S GREEN			BABY ZUCKE		
ITALIAN			BABY SUNBURST		
1/2 LETTUCE BLEND			BABY PATTY PAN		
RIVERIA			BABY CARROT		
CAS. CUCUMBER			TURN CARRROT		
ROMAINE HEART			BABY TURNIP		
SHRED CUCUMBER			BABY BEEF		
SPRINGRACH			BABY GOLD BEET		
VEGGIE LEAFER			BABY STRIPE BEET		
ASIAN	12		SEEDLESS GUKE	14.00	
BLT CAESAR			BABY EGGPLANT		
BALSAWKA			WEEF TOMATO		
TRIPLE HEART			VINE TOMATO		
LETTUCEBURG			GRAPE TOMATO		
PREMIUM ROMAINE			DESERT GLORY		
SALAD BLEND			YELLOW TOMATO		
SWEET BABY			YELLOW PEAR-TOMATO		
VEG SPRING MIX			RED PEAR-TOMATO		
ALFALFA SPROUTS 2B	100		YELLOW CHERRY TOMATO		
ALFALFA CUPS			RED CHERRY TOMATO		
BEAN SPROUTS			JUMBO GRASS		
9 COL GARLIC			LARGE GRASS		
ELEPHANT GARLIC			STANDARD GRASS		
PEELED GARLIC			SMALL GRASS		
DRY SHALLOT			WHITE GRASS		
PEELED SHALLOTS			ANISE		
1/4-3 PNL CARM			TURCAN KALE		
CIPOLLINI			SHANG HAI		
ROSALE			ARTIC HONEY		
FRASER LIME			ARTIC HONEY		

Claims must be made within 24 hours after delivery. Past due accounts subject to interest charge of 1% per month. Cost of any action taken to collect overdue accounts, including attorney's fees or legal costs, shall be borne by purchaser.

**TOTAL** 181.50

AIRLINES	FLT. #	AIRBILL #	CONTAINER #	AIRPORT OF DESTINATION
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